

State of California

Department of Housing and Community Development

Emergency Housing and Assistance Program

Capital Development (EHAPCD)

PART 2

Successful Bidder

Forms

These forms are to be used after the lowest “Responsible Bidder” has been approved.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
EMERGENCY HOUSING AND ASSISTANCE PROGRAM CAPITAL DEVELOPMENT

2020 W. El Camino Avenue, Suite 400, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



STATEMENT OF ASSURANCES RELATING TO
STATE PREVAILING WAGE COMPLIANCE
EMERGENCY HOUSING AND ASSISTANCE PROGRAM CAPITAL DEVELOPMENT

BORROWER/SPONSOR NAME: _____

PROJECT NAME: _____

EHAPCD CONTRACT LOAN NO: ____ -EHAPCD- ____ CONSTRUCTION START DATE: _____

Pursuant to the following requirements of Section 1720 of the State of California Labor Code, Borrower/Sponsor and Contractor hereby assure and certify as follows:

1. The Borrower/Sponsor, as the body awarding the contract, shall perform the duties associated with the "Awarding Body" that are enumerated in the Labor Code, Section 1720, et. seq. Duties include obtaining from the Director of the Department of Industrial Relations, the prevailing wage rate in the locality for each covered worker. The Borrower/Sponsor shall insure that the general building contractor will maintain labor records as required by the Labor Code and shall require such records be made available to any enforcement agency upon request.
2. The general building contractor and all sub tier subcontractors shall pay laborers, mechanics, and all other construction workers associated with the Project at least the state prevailing wages, in accordance with the requirements of Chapter 1 (commencing with Section 1720) of the Labor Code, for all construction work. The construction contract provides sufficient funds to comply with this requirement. The Borrower/Sponsor shall also insure that the construction contract for the development of the Project (or, if the Project is receiving funding from the Federal Section 811 program, a side agreement to the construction contract) contains language requiring payment of at least the state prevailing wages pursuant to Section 1720 of the Labor Code.
3. If the Project is also subject to federal prevailing wage rates, then the higher of the two wage rates will be paid.
4. The undersigned acknowledge that the release of loan proceeds by the State of California Department of Housing and Community Development is expressly made upon reliance to the representations made in these assurances and certification.

BORROWER/SPONSOR:

GENERAL BUILDING CONTRACTOR:

By: _____
(Authorized signer signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

License No.: _____

SAMPLE

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**DIVISION OF FINANCIAL ASSISTANCE****EMERGENCY HOUSING AND ASSISTANCE PROGRAM CAPITAL DEVELOPMENT**

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ARCHITECT'S / BORROWER / SPONSOR'S CERTIFICATE – BED COUNT
EMERGENCY HOUSING AND ASSISTANCE PROGRAM CAPITAL DEVELOPMENT
 (NEW CONSTRUCTION / REHABILITATION)

This form is to be completed by the Architect for the Emergency Housing and Assistance Program Capital Development (EHAPCD) Project, unless one was not hired. If an Architect was not hired, it is to be completed by the Owner (EHAPCD Borrower/Sponsor).

PROJECT NAME: _____

PROJECT SITE ADDRESS: _____

EHAPCD CONTRACT LOAN NO.: _____-EHAPCD-_____

1. The plans submitted were approved by the Local Building Department on _____. Said plans are for:

☐ An Emergency Shelter consisting of _____ sq. ft. and, according to the approved plans, will contain:

_____ New beds
 (Insert no.)

and/or

_____ Preserved beds
 (Insert no.)

☐ A Transitional Housing or Safe Haven facility consisting of _____ sq. ft. and, according to the approved plans, will contain:

_____ New beds
 (Insert no.)

and/or

_____ Preserved beds
 (Insert no.)

☐ A Conversion project consisting of _____ units, according to the approved plans.
 Insert no.

2. The State of California Department of Housing and Community Development can rely on this certification as being true and complete.

Architect: _____

Borrower/Sponsor: _____
 (Insert Organization name)

Print Name: _____

Print Name: _____
 (Authorized signer name)

Company Name: _____

Signature: _____
 (Authorized signer signature)

Title: _____

Title: _____

Registration/License No.: _____

Date: _____

Date: _____

State of California
Department of Housing and Community Development
Emergency Housing and Assistance Program
Capital Development (EHAPCD)

Bid Procedure Guidelines Forms

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I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

| | |
|-------------------|--|
| Addendum: | Required addition to Construction Contract |
| Agreement: | Underlying Construction Contract |
| Awarding Entity: | Party awarding Construction Contract |
| Borrower/Sponsor: | Party in contract privities with the Department |
| Contractor: | General Building Contractor |
| HCD: | State of California Department of Housing and Community Development (HCD) |
| Dispute: | As used in this Contract Addendum means any claims or demand for monetary or other compensation or damages asserted by one party to this Contract against the other party, arising under or relating to the performance or non-performance of this Contract. |
| Subcontractor: | Contractor's subcontractors |

The terms of this Addendum will take precedence over any conflicting terms within the Agreement. Wherever possible, the interpretation of the Contract will uphold all the terms not in direct conflict.

2. AUDIT:

Contractor agrees that the Borrower/Sponsor, HCD, the Bureau of State Audits, or their designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after the EHAPCD loan term expires, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code section 8546.7, Public Contracts Code Section 10115 et. seq., California Code of Regulations Title 2, Section 1896).

3. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless HCD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, business entity or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

4. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

5. TERMINATION FOR CAUSE:

HCD may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination HCD may proceed with the work in any manner deemed proper by HCD. All costs to HCD shall be deducted from any sum due the Borrower/Sponsor under this Agreement and the balance, if any, shall be paid to the Borrower/Sponsor.

6. INDEPENDENT CONTRACTOR:

Contractor, Borrower/Sponsor and the agents and employees of Borrower/Sponsor and Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of HCD. The Contractor shall have no contract privity with HCD and shall have no contract cause of action under this Agreement with respect to HCD.

7. COMPENSATION:

The consideration to be paid to the Contractor, as provided in the underlying Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. All consideration shall be paid to the Contractor by the Borrower/Sponsor.

8. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

9. PREVAILING WAGES:

Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the State of California Department of Industrial Relations) are met.

For the purpose of this requirement, "construction work" includes, but is not limited to rehabilitation, conversion, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly California licensed general building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Borrower/Sponsor and a California licensed

building contractor, Borrower/Sponsor shall serve as the “Awarding Body” as that term is defined in the Labor Code. Where Borrower/Sponsor will provide funds to a third party that will enter into the Construction Contract with a California licensed building contractor, the third party shall serve as the Awarding Body. The Construction Contract and any Amendments thereto shall be subject to the prior written approval of HCD. Prior to any disbursement of funds, including, but not limited to release of any final retention payment, HCD may require a certification from the Awarding Body that prevailing wages have been or will be paid.

These requirements may not apply to the new construction, expansion, or rehabilitation work by a nonprofit organization on an emergency shelter or transitional housing facility, to be operated on a not-for-profit basis, provided that:

- A. The organization acquires at least fifty percent (50%) of the total project costs from non-public sources. For the purposes of this exclusion, total project costs do not include the value of real property that is transferred or leased. Total project costs include the value of donated labor, materials, architectural, and engineering services;
- B. If public funding in the form of below-market interest rate loans restricts the occupancy of at least forty percent (40%) of the projects units for at least twenty (20) years by deed or regulatory agreement to individuals or families earning no more than eighty percent (80%) of the area median income; or
- C. These requirements also do not apply if the project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars (\$25,000).

10. INSURANCE REQUIRED: (to be supplied by the Borrower/Sponsor and the California Licensed General Building Contractor)

- A. Comprehensive General Liability Insurance - For bodily injury (including death) and property damage - which provides limits not less than One Million Dollars (\$1,000,000). Combined Single Limit (CSL) per occurrence; or Commercial General Liability Insurance - For bodily injury (including death) and property damage - which provides limits as follows:

| | |
|-------------------------------|-------------|
| General Limit per Occurrence | \$2,000,000 |
| General Limit Aggregate | \$2,000,000 |
| Products/Completed Operations | \$2,000,000 |
| Personal Injury Limit | \$1,000,000 |

- B. Comprehensive Automobile Liability Insurance - For bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000). Combined Single Limit (CSL) per occurrence applicable to all owned, non-owned, and hired vehicles.

C. Workers' Compensation and Employers' Liability Insurance - For:

- 1) Statutory California Workers' Compensation covering a broad form of all States endorsement.
- 2) Employer's Liability Coverage for not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Contract.
- 3) Should any such work be sublet, the Contractor shall require each subcontractor to maintain the coverage required by this Section in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. To the extent that a proposed subcontractor maintains the required insurance in the correct amount but the company providing such insurance does not meet the A- or better rating and have a Financial Size of Class VIII or better in Best's Key Rating Guide, the Contractor may present each specific case to the Borrower/Sponsor for consideration. Such a presentation by the Contractor shall be accompanied by a copy of the subcontractor's insurance binder naming the amount and type of insurance coverage and the company providing the coverage. The Borrower/Sponsor agrees to cooperate with the Contractor in reviewing each case. The Contractor may insure subcontractors under its own policies with a minimum of One Million Dollars (\$1,000,000) at the discretion of the Contractor.
- 4) Broad Form of Property Damage: Contractor shall obtain and provide evidence of insurance against damage to the property during construction in the amount equal to the Contract Amount payable under this Contract as of the date of its execution unless notified by Borrower/Sponsor in writing that such insurance will not be required.

D. Such insurance as is afforded by this policy shall name as additional insured the HCD, its officers, agents, and employees, both individually and collectively.

E. Such insurance as is afforded by this policy shall name as Loss Payee through the Standard Lender's Loss Payee Endorsement Form the following agency:
State of California, Department of Housing & Community Development, EHAPCD, 2020 W. El Camino Avenue, Suite 400, 95833; P.O. Box 952054, Sacramento, CA 94252-2054. All policies must show the EHAPCD Loan Number.

F. Such insurance as is afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by Borrower/Sponsor and/or Lenders and shall be excess only and not contributing with insurance provided under this policy.

G. Special Provisions - The following provisions shall apply to this Agreement:

- 1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the Borrower/Sponsor or its insurance consultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the

Contractor pursuant to this Agreement, including, but not limited to the provisions concerning indemnification.

- 2) Should any of the Work under this Contract be sublet, the Contractor shall require each of its subcontractors or any of tier to provide the aforementioned coverage's or the Contractor may insure subcontractors under its own policies with a minimum of One Million Dollars (\$1,000,000.00) at the discretion of the Contractor.
 - 3) The Borrower/Sponsor reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
 - 4) Notwithstanding the foregoing, Contractor, subcontractors, and material suppliers shall be responsible for the first Ten Thousand Dollars (\$10,000) damage to property insured, but only to the extent to which such costs in addition other eligible Contractor losses would exceed the Guaranteed Maximum Price of this Contract.
- H. The Borrower/Sponsor may direct Contractor to immediate cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and changing of insurance shall be considered Contractor's delay and expense. At the Borrower/Sponsor's discretion, under conditions of lapse, Borrower/Sponsor may purchase appropriate insurance and charge all costs related to such policy to Contractor.

II. GENERAL BUILDING CONTRACTOR CERTIFICATION CLAUSES

1. NON-DISCRIMINATION CLAUSE:

By signing this Agreement, Contractor hereby certifies that during the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et. seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

2. CHILD SUPPORT COMPLIANCE ACT:

By signing this Agreement, Contractor hereby certifies that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3. UNION ACTIVITIES:

By signing this Agreement, Contractor hereby certifies that during the performance of this Agreement, no request for reimbursement, or payment under this Agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement and agrees to the following:

- A. Contractor will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract;
- B. No State funds received under this Agreement will be used to assist, promote, or deter union organizing;
- C. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors if the purpose of such meetings is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings; and
- D. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the California Attorney General upon request.

4. DRUG-FREE WORKPLACE REQUIREMENTS:

By signing this Agreement, Contractor hereby certifies that during the performance of this Agreement, Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations;
- C. Every employee who works under the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement, or both, and Contractor may be ineligible for award of any future State contracts if HCD determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et. seq.)

5. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

By signing this Agreement, Contractor hereby certifies that during the performance of this Agreement, Contractor certifies that no more than one (1) final non-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contracts Code Section 10296) (Not applicable to public entities.)

6. GENERAL CONTRACTOR NAME CHANGE:

An Amendment is required to change the Contractor's name as listed in this Agreement. Upon receipt of legal documentation of the name change, Borrower/Sponsor will process the Amendment and request approval by HCD to make the modification. Payment of invoices presented with a new name cannot be paid prior HCD's approval of said Amendment.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the prospective Contractor to the clause(s) of this Agreement Addendum. This certification is made under the laws of the State of California.

| | | |
|--|---------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in the County of | |

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Borrower/Sponsor to the clause(s) of this Agreement Addendum. This certification is made under the laws of the State of California. **(This portion not to be counter - signed by Borrower/Sponsor until after bid has been awarded to Contractor).**

| | | |
|--|---------------------------|-------------------|
| Name of Borrower/Sponsor (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in the County of | |

III. DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former State employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Department must be contacted immediately for clarification. The following explanations are general in nature. Please review the actual text of the statutes for detailed application.

Public Contracts Code Section 10410 – Current State Employees:

- A. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- B. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Public Contracts Code Section 10411 – Former State Employees:

- A. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- B. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.

Public Contracts Code Section 10420:

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void.

Public Contracts Code Section 10430 (e):

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem.

2. LABOR CODE/WORKERS' COMPENSATION:

Labor Code Section 3700 – Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement.

3. AMERICANS WITH DISABILITIES ACT:

42 U.S.C. § 12101 et. seq. – Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- A. When agreements are to be performed in California by corporations, the contracting agencies may verify that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.
- B. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. There are some statutory exceptions to taxation. Normally, a corporate contractor, operating within the State, will be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

5. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the Agreement.

6. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be:

- A. In violation of any order or resolution not subject to review promulgated by the State's Board or an air pollution control district;
- B. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- C. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

7. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Contractors that are not another State agency or other government entity.

Bond Number: _____

Premium Paid: _____

**State of California
Department of Housing and Community Development
Emergency Housing and Assistance Program Capital Development**

PERFORMANCE BOND (SAMPLE)

KNOW ALL PEOPLE BY THESE PRESENTS:

WHEREAS, _____ has awarded to
(Insert Organization name)

_____, hereinafter described as the "Principal" a
(Insert name of awarded General Building Contractor)

Contract for: *(Insert description of Project and work to be performed)*

WHEREAS, the said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

NOW, THEREFORE, we, the Principal, and _____ as surety, are held and firmly bound unto the _____, hereinafter called "Sponsor," in the penal sum of _____ DOLLARS (\$ _____), lawful money executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force virtue.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT

SURETY

Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signature(s) of person or persons executing for the Surety must be acknowledged.

**State of California
Department of Housing and Community Development
Emergency Housing and Assistance Program Capital Development**

NOTICE OF AWARD

Today's Date: _____

General Building Contractor Name: _____

Contractor Address: _____

City: _____

Zip Code: _____

SUBJECT: Project Name: _____

Amount of Contract \$ _____

General Building Contractor:

This letter will serve as official notice that your Bid Proposal dated _____ for the
Project located at _____ has been accepted.

Contract execution and a pre-construction conference have been scheduled for _____, 20____ at
_____ a.m. / p.m.

Within fifteen (15) days of execution of the above Contract, the Contractor must submit the
following items to the Borrower/Sponsor:

- ✓ Certificate of Worker's Compensation Insurance;
- ✓ Certificate of Contractor's Public Liability Insurance;
- ✓ Property Damage Insurance;
- ✓ Performance and Payment Bond in the Bid Amount (*for total bids in excess of \$25,000*);

The Notice to proceed may not be issued until the above documents have been received and
approved.

Please forward all documents to:

(Insert Borrower/Sponsor's Name and Address)

Thank you for your continued cooperation.

Sincerely,

Signed - Name and Title of Borrower/Sponsor

EHAPCD Contract Loan No.: _____

State of California
Department of Housing and Community Development
Emergency Housing and Assistance Program Capital Development

NOTICE TO PROCEED

Today's Date: _____

General Building Contractor Name: _____

Contractor Address: _____

City: _____

Zip Code: _____

SUBJECT: Project Name: _____

Project Address: _____

Amount of Contract \$ _____

General Building Contractor: _____

Pursuant to the terms of your Contract, dated _____, 20____, for construction / rehabilitation / conversion work, you are hereby notified to commence work hereunder at the start of business on _____, 20____. The Time for Completion set forth in the Contract is _____ calendar days, and the completion date shall be _____, 20____.

Please acknowledge receipt of this Notice by signing, dating, and returning two copies of this Notice to this address: _____

Sincerely,

Borrower/Sponsor Name: _____
(Authorized signer signature)

Title: _____

ACCEPTED BY GENERAL BUILDING CONTRACTOR:

By: _____

Title: _____

Date: _____

State of California
Department of Housing and Community Development
Emergency Housing and Assistance Program Capital Development

CHANGE ORDER

Borrower/Sponsor Name: _____

Change Order No.: _____

Original Contract Amount: \$ _____

EHAPCD Loan #: _____ -EHAPCD- _____

Subject to all Contract provisions and conditions, the following changes, additions and/or deletions are proposed:

| (Itemize all changes) | Cost Increase | Cost Decrease |
|-----------------------|---------------|---------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| TOTAL | | |

- Total Contract Amount \$ _____
- Plus any Increases \$ _____
- Subtotal \$ _____
- Minus any Decreases \$ _____
- Revised Contract Amount \$ _____

(NOTE: EHAPCD must approve Change Orders)

| Approved: Borrower/Sponsor's Project Monitor | Approved: Contractor or Authorized Rep. | Approved: EHAPCD Representative |
|--|--|------------------------------------|
| | | |
| Date: | Date: | Date: |